



304301

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

IN THE MATTER OF:

MASTER METALS, INC.
SUPERFUND SITE,
CLEVELAND, OHIO

UNDER THE AUTHORITY OF THE
COMPREHENSIVE ENVIRONMENTAL
RESPONSE, COMPENSATION, AND
LIABILITY ACT OF 1980, 42 U.S.C.
§ 9601, et seq., as amended.

Docket No.

V-W-'00-C-609

AGREEMENT AND
COVENANT NOT TO SUE
MIDWEST RAILWAY
PRESERVATION SOCIETY, INC.

TABLE OF CONTENTS

I.	<u>INTRODUCTION</u>	1
II.	<u>DEFINITIONS</u>	2
III.	<u>STATEMENT OF FACTS</u>	3
IV.	<u>PAYMENT</u>	6
V.	<u>ACCESS/NOTICE TO SUCCESSORS IN INTEREST</u>	7
VI.	<u>DUE CARE/COOPERATION</u>	9
VII.	<u>CERTIFICATION</u>	10
VIII.	<u>UNITED STATES' COVENANT NOT TO SUE</u>	10
IX.	<u>RESERVATIONS OF RIGHTS</u>	10
X.	<u>SETTLING RESPONDENT'S COVENANT NOT TO SUE</u>	12
XI.	<u>PARTIES BOUND/TRANSFER OF COVENANT</u>	13
XII.	<u>DISCLAIMER</u>	14
XIII.	<u>DOCUMENT RETENTION</u>	14
XIV.	<u>PAYMENT OF COSTS</u>	15
XV.	<u>NOTICES AND SUBMISSIONS</u>	15
XVI.	<u>EFFECTIVE DATE</u>	16
XVII.	<u>TERMINATION</u>	16
XVIII.	<u>CONTRIBUTION PROTECTION</u>	17
XIX.	<u>EXHIBITS</u>	17
XX.	<u>PUBLIC COMMENT</u>	17

I. INTRODUCTION

This Agreement and Covenant Not to Sue ("Agreement") is made and entered into by and between the United States on behalf of the Environmental Protection Agency ("EPA") and Midwest Railway Preservation Society, Inc. (collectively the "Parties").

This Agreement is entered into pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601, et seq., and the authority of the Attorney General of the United States to compromise and settle claims of the United States.

The Master Metals, Inc. Superfund Site ("Site") consists of two separate areas in and around an industrial portion of Cleveland, Cuyahoga County, Ohio, known as the "Flats." The first location is a former lead smelting facility, covering approximately 4.3 acres, at 2850 W. Third Street. The Property subject to this agreement is a roundhouse area at the West Third Street portion of the Site, covering approximately 0.4 acres. The second parcel comprising the Site consists of a collection of residential properties located at 1157, 1159 and 1167 Holmden Avenue.

Midwest Railway Preservation Society, Inc. ("Settling Respondent") is a non-profit corporation exempt from taxation pursuant to 26 U.S.C. § 501(c)(3). Settling Respondent's address is 6548 Edgerton Road, North Royalton, OH, 44133. Settling Respondent's mission is to restore and preserve vintage rail equipment and to educate the public about such equipment. Settling Respondent intends to use the roundhouse as part of a vintage railway museum.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and

limitations contained in Sections VII, VIII, IX, and X, the potential liability of the Settling Respondent for the Existing Contamination at the Property which would otherwise result from Settling Respondent becoming the owner of the Property.

The Parties agree that the Settling Respondent's entry into this Agreement, and the actions undertaken by the Settling Respondent in accordance with the Agreement, do not constitute an admission of any liability by the Settling Respondent.

The resolution of this potential liability, in exchange for provision by the Settling Respondent to EPA of a substantial benefit, is in the public interest.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto.

1. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
2. "Existing Contamination" shall mean:
 - a. any hazardous substances, pollutants or contaminants present or existing on or under the Property as of the effective date of this Agreement;
 - b. any hazardous substances, pollutants or contaminants that migrated from the Property prior to the effective date of this Agreement; and
 - c. any hazardous substances, pollutants or contaminants presently at the Site that migrate onto or under or from the Property after the effective date of this Agreement.
3. "Parties" shall mean the United States on behalf of EPA and the Settling Respondent.

4. "Property" shall mean that portion of the Site described in Exhibit 1 of this Agreement.

The Property encompasses approximately 0.4 acres and includes that portion of a roundhouse that is on the Site. The Property does not include any off-Site portion of the roundhouse.

5. "Settling Respondent" shall mean Midwest Railway Preservation Society, Inc.

6. "Site" shall mean the Master Metals, Inc., Superfund Site, encompassing two separate locations. The first location is approximately 4.3 acres at and around 2850 W. Third Street ("West Third Street portion of the Site"). The second location is less than one acre at and around 1157, 1159 and 1167 Holmden Avenue ("Holmden Avenue portion of the Site"), all in Cleveland, Cuyahoga County, Ohio, and depicted generally on the map attached as Exhibit 2. The Site shall include the Property and all areas on which hazardous substances and/or pollutants or contaminants, have come to be located.

7. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

III. STATEMENT OF FACTS

8. In 1932, National Lead Industries, Inc. ("National Lead") built a secondary lead smelter on the West Third Street portion of the Site, constructing the smelter on slag fill. National Lead owned and operated the lead smelter, producing lead alloys from lead-bearing dross and lead scrap materials. National Lead also engaged in battery cracking as part of its operations.

9. Master Metals, Inc. ("Master Metals") purchased the National Lead facility in 1979. Master Metals thereafter continued to run the facility as a secondary lead smelter, receiving lead-bearing materials from off-site sources. The lead-bearing feed material received by Master Metals was classified and regulated under the Resource Conservation and Recovery Act, 42 U.S.C. §§

6901 et seq., as "D008" hazardous waste. In its operations, Master Metals used rotary and pot furnaces to convert these lead-bearing materials into lead ingots.

10. By-products from the smelting operation included furnace flux, slag, dross, baghouse fines and furnace sludge. Excluding slag, Master Metals recycled most of the material back into the furnaces. Slag was tested and disposed of off-Site. Cooling water was diverted to the City of Cleveland sewer system. Finished lead ingots were stored in a roundhouse at the north end of the property prior to shipment off-Site.

11. A roundhouse is present on the West Third Street portion of the Site. This roundhouse also extends off-Site, into a neighboring railroad yard. The roundhouse's original use was to house railroad cars while they were being maintained or repaired.

12. Master Metals had a long history of non-compliance with various state and federal environmental, health and safety laws, as well as a history of poor operating and waste storage practices. Releases of hazardous materials to the environment, including to the West Third Street portion of the Site, have been documented. Master Metals' operations released lead into groundwater, soils, Site buildings and into the air.

13. EPA contractors found in 1992 that soil samples collected from the Holmden Avenue portion of the Site contained lead concentrations ranging from 148 parts per million ("ppm") to 1,850 ppm. This contamination appears to be from construction debris that Master Metals disposed of as fill material there in 1987.

14. The Ohio Environmental Protection Agency installed three ambient air monitors near the West Third Street portion of the Site in January of 1992. During the first two quarters of 1992, air samples collected from the station immediately downwind of Master Metals revealed exceedances of the Clean Air Act's ("CAA"), 42 U.S.C. §§ 7401 et seq., National Ambient Air

Quality Standards ("NAAQS") for lead. In April and May 1992, four more NAAQS violations were recorded. In July 1992, Master Metals installed a sprinkler system in an attempt to prevent airborne lead from migrating off the West Third Street portion of the Site.

15. On August 5, 1993, the Director of the Ohio EPA ordered Master Metals to cease operating the lead smelter until it could demonstrate compliance with the Clean Air Act. Despite the shutdown of Master Metals' furnaces on this date, an EPA air monitoring station, located downwind of the West Third Street portion of the Site, routinely detected elevated lead concentrations as much as 500 times greater than upwind concentrations and 33 times the quarterly average established for the NAAQS for lead. An unknown portion of these NAAQS violations were due to lead-laden dust migrating from the West Third Street portion of the Site via prevailing winds.

16. On March 28, 1995, the Master Metals Site was referred to EPA's Superfund program for cleanup. In an August 22, 1995, letter, Master Metals withdrew all permits still in effect regarding its operation, effectively terminating its ability to treat, store or dispose of hazardous waste at the lead-smelting facility.

17. EPA entered into two agreements with potentially responsible parties (PRPs) at the Site. Under these agreements, the PRPs conducted a time-critical removal action at the Site from 1997 to 1999. During this removal action, the PRPs' contractor:

- (i) removed waste from the Site;
- (ii) demolished or decontaminated Site buildings; and
- (iii) consolidated and treated contaminated Site soils.

In the course of this action, the PRPs' contractor removed waste from and decontaminated the Property. EPA currently plans no further cleanup at the Property.

18. Potentially responsible parties at the Site conducted an engineering evaluation and cost analysis (EE/CA) in 1999 that evaluated long-term remedies for the Site. The EE/CA's recommendation, approved by EPA, was to consolidate and treat remaining contaminated soils at the West Third Street portion of the Site and then install and maintain a cap over those soils. This recommendation does not impact the Property in any way. EPA is currently preparing to negotiate with the PRPs regarding conducting a non-time-critical removal action to implement the EE/CA's recommendation.

19. The Settling Respondent represents, and for the purposes of this Agreement EPA relies on those representations, that Settling Respondent had no involvement with the Property and/or the Site.

IV. PAYMENT

20. In consideration of and in exchange for the United States' Covenant Not to Sue in Section VIII herein, Settling Respondent agrees to pay to EPA the sum of \$ 2,000, within 30 days of the effective date of this Agreement. The Settling Respondent must make all payments required by this Agreement in the form of a certified check or checks made payable to "EPA Hazardous Substance Superfund," referencing:

EPA Region 5;

EPA Docket number ____ (the docket number of this document);

Site/Spill ID# 05WB; and

the name and address of Settling Respondent.

The Settling Respondent must send all payments to: EPA Region 5, Attn: Superfund Accounting, PO Box 70753, Chicago, IL, 60673. The Settling Respondent must send notice and copies of all payments to those persons listed in Section XV (Notices and Submissions) and to: Cyprian Ejiasa, Comptroller, EPA Region 5, 77 W. Jackson Blvd. (MF-10J), Chicago, IL, 60604-3590.

21. Amounts due and owing pursuant to the terms of this Agreement but not paid in accordance with the terms of this Agreement shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), compounded on an annual basis.

V. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

22. Commencing upon the date that it acquires title to the Property, Settling Respondent agrees to provide to EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight, an irrevocable right of access at all reasonable times to the Property and to any other property to which access is required for the implementation of response actions at the Site, to the extent access to such other property is controlled by the Settling Respondent, for the purposes of performing and overseeing response actions at the Site under federal law. EPA agrees to provide reasonable notice to the Settling Respondent of the timing of response actions to be undertaken at the Property. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, ("RCRA") et. seq., and any other applicable statute or regulation, including any amendments thereto.

23. With respect to any Property owned or controlled by the Settling Respondent that is located within the Site, within 15 days after the effective date of this Agreement or the date of acquisition of any Property, whichever date is later, the Settling Respondent shall submit to EPA for review and approval a notice to be filed with the Recorder's Office, Cuyahoga County, State of Ohio, which shall provide notice to all successors-in-title that:

- (i) the Property is part of the Site;
- (ii) EPA selected a long-term remedy for the Site on September 30, 1999; and
- (iii) either EPA or potentially responsible parties will implement the remedy.

The Settling Respondent shall record the notice within 10 days of EPA's approval of the notice. The Settling Respondent shall provide EPA with a certified copy of the recorded notice within 10 days of recording such notice. In the event that Settling Respondent receives notice that an Administrative Order has been issued requiring implementation of the remedy, Settling Respondent shall amend its notice to identify that such Administrative Order has been issued, the name of respondents to the Administrative Order, the docket number of the Administrative Order and the date of issuance of the Administrative Order. Settling Respondent shall submit any amended notice to EPA for review and approval within fifteen days of Settling Respondent's receiving notice that an Administrative Order has been issued requiring implementation of the remedy. The Settling Respondent shall provide EPA with a certified copy of the recorded amended notice within 10 days of recording such amended notice.

24. The Settling Respondent shall ensure that assignees, successors in interest, lessees, and sublessees of the Property shall provide the same access and cooperation. The Settling Respondent shall ensure that a copy of this Agreement is provided to any current lessee or

sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section, and Section XI (Parties Bound/Transfer of Covenant), of the Agreement.

VI. DUE CARE/COOPERATION

25. The Settling Respondent shall exercise due care at the Site with respect to the Existing Contamination and shall comply with all applicable local, State, and federal laws and regulations. The Settling Respondent recognizes that the implementation of response actions at the Site may interfere with the Settling Respondent's use of the Property, and may require closure of its operations or a part thereof. The Settling Respondent agrees to cooperate fully with EPA in the implementation of response actions at the Site and further agrees not to interfere with such response actions. EPA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Settling Respondent's operations by such entry and response. In the event the Settling Respondent becomes aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Respondent shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. §9603, or any other law, immediately notify EPA of such release or threatened release.

VII. CERTIFICATION

26. By entering into this agreement, the Settling Respondent certifies that to the best of its knowledge and belief it has fully and accurately disclosed to EPA all information known to Settling Respondent and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site and to its qualification for this Agreement. The Settling Respondent also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Site. If the United States determines that information provided by Settling Respondent is not materially accurate and complete, the Agreement, within the sole discretion of the United States, shall be null and void and the United States reserves all rights it may have.

VIII. UNITED STATES' COVENANT NOT TO SUE

27. Subject to the Reservation of Rights in Section IX of this Agreement, upon payment of the amount specified in Section IV (Payment), of this Agreement, the United States covenants not to sue or take any other civil or administrative action against Settling Respondent for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a) with respect to the Existing Contamination.

IX. RESERVATION OF RIGHTS

28. The covenant not to sue set forth in Section VIII above does not pertain to any matters other than those expressly specified in Section VIII (United States' Covenant Not to Sue). The United States reserves and the Agreement is without prejudice to all rights against Settling

Respondent with respect to all other matters, including but not limited to, the following:

(a) claims based on a failure by Settling Respondent to meet a requirement of this Agreement, including but not limited to Section IV (Payment), Section V (Access/Notice to Successors in Interest), Section VI (Due Care/Cooperation) and Section XIV (Payment of Costs;

(b) any liability resulting from past or future releases of hazardous substances, pollutants or contaminants, at or from the Site caused or contributed to by Settling Respondent, its successors, assignees, lessees or sublessees;

(c) any liability resulting from exacerbation by Settling Respondent, its successors, assignees, lessees or sublessees, of Existing Contamination;

(d) any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, at the Site after the effective date of this Agreement, not within the definition of Existing Contamination;

(e) criminal liability;

(f) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by federal agencies other than EPA; and

(g) liability for violations of local, State or federal law or regulations.

29. With respect to any claim or cause of action asserted by the United States, the Settling Respondent shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

30. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in

equity, which the United States may have against any person, firm, corporation or other entity not a party to this Agreement.

31. Nothing in this Agreement is intended to limit the right of EPA to undertake future response actions at the Site or to seek to compel parties other than the Settling Respondent to perform or pay for response actions at the Site. Nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by EPA in exercising its authority under federal law. Settling Respondent acknowledges that it is purchasing Property where response actions may be required.

X. SETTLING RESPONDENT'S COVENANT NOT TO SUE

32. In consideration of the United States' Covenant Not To Sue in Section VIII of this Agreement, the Settling Respondent hereby covenants not to sue and not to assert any claims or causes of action against the United States, its authorized officers, employees, or representatives with respect to the Site or this Agreement, including but not limited to, any direct or indirect claims for reimbursement from the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through CERCLA Sections 106(b)(2), 111, 112, 113, or any other provision of law, any claim against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site, or any claims arising out of response activities at the Site, including claims based on EPA's oversight of such activities or approval of plans for such activities.

33. The Settling Respondent reserves, and this Agreement is without prejudice to, actions against the United States based on negligent actions taken directly by the United States, not including oversight or approval of the Settling Respondent's plans or activities, that are brought

pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XI. PARTIES BOUND/TRANSFER OF COVENANT

34. This Agreement shall apply to and be binding upon the United States and shall apply to and be binding upon the Settling Respondent, its officers, directors, and employees. The United States' Covenant Not to Sue in Section VIII and Contribution Protection in Section XVIII shall apply to Settling Respondent's officers, directors, or employees to the extent that the alleged liability of the officer, director, or employee, is based on its status and in its capacity as an officer, director, or employee of Settling Respondent, and not to the extent that the alleged liability arose independently of the alleged liability of the Settling Respondent. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

35. Notwithstanding any other provisions of this Agreement, all of the rights, benefits and obligations conferred upon Settling Respondent under this Agreement may be assigned or transferred to any person with the prior written consent of EPA in its sole discretion.

36. The Settling Respondent agrees to pay the reasonable costs incurred by EPA to review any subsequent requests for consent to assign or transfer the benefits conferred by this Agreement.

37. In the event of an assignment or transfer of the Property or an assignment or transfer of an interest in the Property, the assignor or transferor shall continue to be bound by all the terms

and conditions, and subject to all the benefits, of this Agreement except as EPA and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to or simultaneous with any assignment or transfer of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement including but not limited to the certification requirement in Section VII of this Agreement in order for the Covenant Not to Sue in Section VIII to be available to that party. The Covenant Not To Sue in Section VIII shall not be effective with respect to any assignees or transferees who fail to provide such written consent to EPA.

XII. DISCLAIMER

38. This Agreement in no way constitutes a finding by EPA as to the risks to human health and the environment which may be posed by contamination at the Property or the Site nor constitutes any representation by EPA that the Property or the Site is fit for any particular purpose.

XIII. DOCUMENT RETENTION

39. The Settling Respondent agrees to retain and make available to EPA all business and operating records, contracts, Site studies and investigations, and documents relating to operations at the Property, for at least ten years, following the effective date of this Agreement unless otherwise agreed to in writing by the Parties. At the end of ten years, the Settling Respondent shall notify EPA of the location of such documents and shall provide EPA with an opportunity to copy any documents at the expense of EPA.

XIV. PAYMENT OF COSTS

40. If the Settling Respondent fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section IV (Payment) of this Agreement, it shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

41. All notices and submissions required by this Agreement, including the notice required pursuant to Paragraph 22, shall be sent to:

For the United States:

- a. Regional Counsel
Attn: Master Metals, Inc. Superfund Site
Cleveland, Ohio
U.S. Environmental Protection Agency Region 5
77 W. Jackson Blvd. (C-14J)
Chicago IL 60604-3590
- b. Director, Superfund Division
Attn: Master Metals, Inc. Superfund Site
Cleveland, Ohio
U.S. Environmental Protection Agency Region 5
77 W. Jackson Blvd. (SR-6J)
Chicago IL 60604-3590
- c. Assistant Attorney General
Environment and Natural Resources Division
Attn: Master Metals, Inc. Superfund Site
Cleveland, Ohio
U.S. Department of Justice
PO Box 7611
Ben Franklin Station
Washington, D.C. 20044

For Settling Respondent:

Paul W. Quayle
President
Midwest Railway Preservation Society, Inc.
6548 Edgerton Road
North Royalton OH 44133

XVI. EFFECTIVE DATE

42. The effective date of this Agreement shall be the date upon which EPA issues written notice to the Settling Respondent that EPA has fully executed the Agreement after review of and response to any public comments received.

XVII. TERMINATION

43. If any Party believes that any or all of the obligations under Section V (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the party requesting such termination receives written agreement from the other party to terminate such provision(s).

XVIII. CONTRIBUTION PROTECTION

44. With regard to claims for contribution against Settling Respondent, the Parties hereto agree that the Settling Respondent is entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for matters addressed in this

Agreement. The matters addressed in this Agreement are all response actions taken or to be taken and response costs incurred or to be incurred by the United States or any other person for the Site with respect to the Existing Contamination.

45. The Settling Respondent agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement it will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

46. The Settling Respondent also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Agreement it will notify in writing the United States within 10 days of service of the complaint on them.

XIX. EXHIBITS

47. Exhibit 1 shall mean the description of the Property which is the subject of this Agreement.

48. Exhibit 2 shall mean the map depicting the Site.

XX. PUBLIC COMMENT

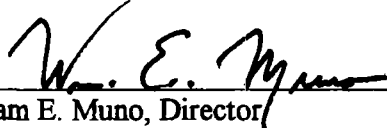
49. This Agreement shall be subject to a thirty-day public comment period, after which EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

In the Matter of:
Master Metals, Inc., Superfund Site
Cleveland, Ohio

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:

 9/6/00

William E. Muno, Director Date
Superfund Division
United States Environmental Protection Agency, Region 5

IT IS SO AGREED:

UNITED STATES DEPARTMENT OF JUSTICE

BY:

Assistant Attorney General Date
Environment and Natural Resources Division

In the Matter of:
Master Metals, Inc., Superfund Site
Cleveland, Ohio

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:

Regional Administrator
Region 5

Date

IT IS SO AGREED:

UNITED STATES DEPARTMENT OF JUSTICE

BY:

Z. [Signature] _____
Assistant Attorney General
Environment and Natural Resources Division

8/19/00

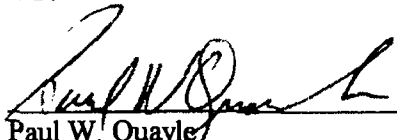
Date

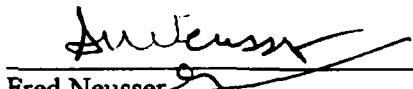
In the Matter of:
Master Metals, Inc., Superfund Site
Cleveland, Ohio

IT IS SO AGREED:

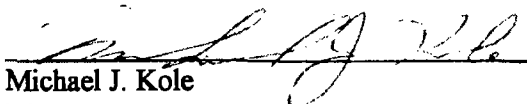
MIDWEST RAILWAY PRESERVATION SOCIETY, INC.

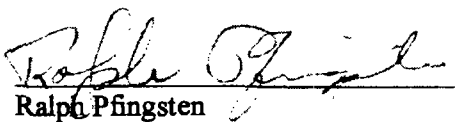
BY:

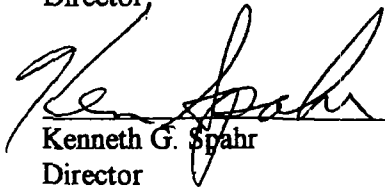

Paul W. Quayle
President and Chief Executive Officer
Date 7/27/2000

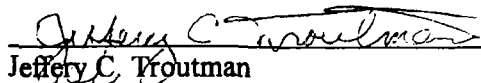

Fred Neusser
Comptroller and Secretary
Date 7/27/00


Douglas Fink
Director
Date 7-29-00


Michael J. Kole
Director
Date 7-28-00


Ralph Pfingsten
Director
Date 7/28/00


Kenneth G. Spahr
Director
Date 7-27-00


Jeffery C. Troutman
Director
Date 7-29-00